

CT 20180820. 11682

PROFESSIONAL SERVICES AGREEMENT
INVOLUNTARY COMMITMENT TRANSPORT

NORTH CAROLINA
WAKE COUNTY

THIS AGREEMENT, made and entered into this 1st day of July, 2018, by and between **G4S Secure Solutions (USA) Inc.**, a Florida corporation, having a place of business at 9001 Aerial Center Parkway, Suite 105, Morrisville, NC 27560, party of the first part, hereinafter referred to as "**Provider**" and the **SHERIFF OF WAKE COUNTY**, with offices at the Public Safety Center, 330 S. Salisbury Street, Raleigh, North Carolina 27602, party of the second part, hereinafter referred to as "**Sheriff**" and/or "**Sheriff's Office**,"

W I T N E S S E T H :

WHEREAS, the Sheriff has requested the Provider to provide certain transportation services associated with involuntary commitments; and,

WHEREAS, Provider has agreed to provide such services as required herein to the Sheriff, **NOW, THEREFORE**, for and in consideration of the covenants and agreements herein

Provider and the Sheriff agree as follows:

1. SERVICES TO BE PROVIDED: The Sheriff, in his Official Capacity as the Sheriff of Wake County, hereby grants to Provider for the term of this contract unless earlier terminated the exclusive right to provide the services described in Schedule A, attached hereto and incorporated herein by reference, (the "Services") for the Sheriff in accordance with this contract and the Response to RFP # 13-098 dated October 22, 2013. Provider may provide the similar Services to other county government/law enforcement agencies or health care providers ("Transportation Program Participants") that will be under separate contract and service staff. No cross utilization of resources or vehicles will be used in the service of this contract, with the exception of the Provider's call center.

2. OPERATIONAL RESPONSIBILITIES:

A. Duties of Provider:

Provider and its employees and representatives shall be available for 168 hours per week (24x7x365) coverage to support standby needs of patients and as necessary to provide the services under this Agreement. Provider shall provide individuals to perform the Services ("Patient Support Staff") who meet all background and training qualifications set forth in Response to RFP # 13-098 dated October 22, 2013. Patient Support Staff shall have at least three years of driving experience and shall have had no traffic violations in the three (3) years prior to the date of hire and remain without a violation during their period of employment by Provider. Provider shall be responsible for compliance by the Patient Support Staff with all applicable state and federal laws, statutes, rules and regulations. Additionally, Provider will comply with all applicable rules, policies and procedures of Sheriff, which Sheriff provides to Provider; and all applicable rules, policies and procedures, for the location(s) from which Patient Support Staff are dispatched. Provider shall provide appropriate training for all Patient Support Staff used to provide services under this Agreement to include Crisis Intervention Training (CIT) and shall ensure that Patient Support Staff provide Services in accordance with commercially reasonable industry practices and standards and the requirements of N.C.G.S. Chapter 122C *et seq.* as it may be amended from time to time, and any other North Carolina law applicable to the provision of services under this Agreement. The Patient Support Staff, while on duty, shall wear agreed upon uniforms, shall present a neat and orderly appearance, shall carry no weapons, and shall perform the Services in a courteous and respectful manner, and shall follow any and all requirements of N.C.G.S. 122C-251, Exhibit "A" attached hereto, and Response to RFP # 13-098 dated October 22, 2013. The Patient Support Staff shall at all times be under the sole control and direction of Provider.

B. Recruitment

The Sheriff, in his Official Capacity, acknowledges that Provider has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, computer programs, and other valuable information which is proprietary and unique to Provider's manner of conducting its business and that such information is available, on a confidential basis, to Provider's Patient Support Staff. Therefore, the Sheriff, in his Official Capacity, agrees that Patient Support Staff of Provider shall neither be hired by the Sheriff for the term of this Agreement and twelve (12) months thereafter, nor shall the Sheriff, in his Official

Provider shall comply with all applicable Federal, State and local laws, rules, regulations, including, without limitation, Federal Motor Vehicle Safety Standards and Regulations, if applicable, and to the extent possible. Provider shall comply with all applicable rules, policy and procedures of Sheriff including, without limitation, the current version of Sheriff's Provider

D. Compliance With Laws:

G4S, regardless of cause. Provider shall not be liable for any failure or delay in performing the Services, in whole or in part, where such failure or delay is caused by circumstances beyond Provider's control, including acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor disputes or strikes, court order or any other cause over which Provider does not have direct control. This section shall not excuse Provider for any failure or delay due to negligent hiring or any damage to Wake County owned vehicles while in the custody, control, and use of

C. Inability to Perform Services

The Sheriff, in his Official Capacity, or his designee, retains the right to make independent inquiry of or reject any current or prospective Provider employees assigned to provide Services to the Sheriff, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. Further, Provider agrees to provide documentation of background investigations on all employees assigned to provide Services in accordance with this contract. Nothing herein shall replace or supersede Provider's duty to assure that all employees assigned to provide services hereunder shall be thoroughly investigated and qualified to provide Services. In the event that the Sheriff rejects any assigned employee, it shall be the Provider's responsibility to assign another qualified employee to provide Services at no additional charge to Sheriff. This right to reject Provider placement of employees shall not be construed to create any employment relationship between Sheriff and Provider employees, and Provider shall at all times remain responsible for Provider employees, as further provided in Section 14.

Capacity, employ any of the Provider's Patient Support Staff for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the Sheriff). For the purpose of this prohibition, "Patient Support Staff" shall be defined as those persons who have directly or as independent contractors or employees of independent contractors performed Patient Support Services on the Sheriff's Office premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

Guidelines and Requirements for those Patient Support Staff providing services to Sheriff, the same being attached hereto as Schedule C and incorporated herein by reference. Provider shall provide Services at all times in a competent and professional manner and not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or veteran status in the performance of the Services. Sheriff shall evaluate on a reasonable, periodic basis regarding the quality of the Services including, but not limited to, the quality criteria set out on Schedule D attached hereto and incorporated herein by reference.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Billing:

(a) Sheriff shall pay Provider the Weekly Fee for the Services as specified in Schedule B. The rates contained in the Schedule B shall become effective as of the Commencement Date, and shall remain fixed for one (1) year. As the Provider and Sheriff negotiate annual renewal of this contract, the parties may negotiate rate increases. Fees for the Services are exclusive of any local, State or Federal sales or service taxes applicable to the Services. To the extent State law taxes the Services, Provider shall invoice Sheriff for taxes as required by law. Sheriff is solely responsible for the payment of all such taxes and shall remit to Provider all such taxes.

(b) The Sheriff agrees to pay Holiday rates as defined in Schedule B for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(c) The Sheriff agrees to pay overtime rates as set forth in Schedule B.

(d) Provider will invoice Sheriff the Weekly Fee for the Services performed. Provider shall submit invoice to the Wake County Sheriff's Office Director of Management and Budget, Post Office Box 550, Raleigh, N.C. 27602

B. Manner of Payment:

Payment shall be made by Electronic Funds Transfer (EFT) payable to G4S within thirty (30) days of receipt and acceptance by the Wake County Sheriff's Office Director of Management and Budget of the invoice for such payment. Provider shall provide to the Wake County Finance department an account number to which the EFT payment shall be deposited.

C. Maximum Amount Payable:

The maximum amount payable pursuant to this Agreement is Four Hundred Ninety Five thousand and no/100 Dollars (\$495,000.00), with no minimum amount due.

Comprehensive Automobile Physical Damage with an endorsement for hired auto, covering County-owned vehicle/s and any permanent or portable electronic equipment in the vehicle/s, in minimum amounts equal to replacement value for each vehicle in use. Wake County shall be Loss Payee for any County-owned vehicle used in provision of contract services.

Umbrella/Excess Liability, with limit of not less than \$2,000,000 over all applicable underlying coverages above.

Commercial Automobile Liability, with limits no less than \$1,000,000 per accident for bodily injury and property damage arising out of the use of any vehicle, including County-owned vehicles, during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Wake County shall be included as additional insured.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability. Wake County and Wake County Sheriff shall be included as additional insureds.

Workers' Compensation Insurance, with limits for Coverage A: Statutory - State of North Carolina and Coverage B, Employers Liability: \$1,000,000 each accident/disease each employee/discase policy limit.

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration

6. INSURANCE:

Provider agrees to retain at its office accurate books, records or other documents relevant to determining Provider's performance under the Agreement. Such books, records and other documents shall be retained by the Provider at its office for a period thirty-six (36) months after the close of the County fiscal year (July 1 through June 30) and available to the Sheriff or his Designee for inspection during business hours upon reasonable notice at no additional charge. If inspection results in an audit, and the audit identifies overcharges, then Provider shall reimburse the Sheriff of Wake County for those overcharges, but under no circumstances will Provider be responsible for paying penalties or interest.

5. ACCESS TO RECORDS:

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing at least thirty (30) days' prior written notice of any policy cancellation, material change, or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must.

All required certificates of insurance, notices of cancellation, or other required correspondence under this section shall be addressed to:

Wake County Finance Office
301 S. McDowell Street, Suite 2900
P.O. Box 550
Raleigh, N.C. 27602

All required insurance must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

7. INDEMNIFICATION: Provider agrees to defend, indemnify and hold harmless the County of Wake, the Sheriff of Wake County and their officers, employees and agents, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused by the negligence or misconduct of the Provider, his agents, employees and Providers, except to the extent same are caused by the negligence or willful misconduct of the County of Wake, the Sheriff of Wake County or their officers, employees or agents.

8. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

9. TERM OF AGREEMENT:

The term of this Agreement shall commence on July 1, 2018, and shall continue through June 30, 2019. By agreement, this Agreement may be renewed for one (1) additional one-year periods. Thereafter, the Sheriff and Provider may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the Sheriff and Provider.

10. TERMINATION OF AGREEMENT:

A. Termination For Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days' notice to the other party.

B. Termination For Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, policy and procedure manuals and computer programs relative to or utilized in Provider's business are and shall remain confidential and the sole property of the Provider and constitute trade secrets of Provider. The Sheriff or his designee shall keep all of Provider's Proprietary Information confidential and shall use said information only for the purpose of fulfilling the terms of this Agreement. The Sheriff, his employees or agents shall not photocopy or otherwise duplicate any materials containing any of Provider's Proprietary Information without the

13. CONFIDENTIAL INFORMATION:

or has any personal or pecuniary interest. interest or any corporation, partnership, association which he/she is directly or indirectly interested body shall participate in any decision relating to this Agreement which affects his/her personal employee of the Sheriff of Wake County or the County of Wake and no member of its governing and no person having any such interest shall be employed. In addition, no officer, agent or or indirect, which would conflict in any manner or degree with performance of this Agreement Provider covenants that it presently has no interest and shall not acquire any interest, direct

12. CONFLICTS OF INTEREST:

<p>PROVIDER: G4S Secure Solutions (USA) Inc 9001 Aerial Center Parkway, Suite 105 Morrisville, North Carolina 27560 Attention: Michael Fulks</p>	<p>SHERIFF: Honorable Donnie Harrison Sheriff of Wake County Post Office Box 550 Raleigh, North Carolina 27602 Attention: William P. Hart</p>
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or overnight courier service as follows:

Any notice required under this Agreement shall be sufficient, if in writing, sent by first class mail

11. NOTICES:

periods set forth in this Agreement. by the Provider up to and including the date of termination, at the prices and within the payment circumstances, the Sheriff, in his Official Capacity, shall pay Provider for all services provided C. **Consequences Of Termination:** If this Agreement is terminated under any

prior written consent of Provider except as required by N.C. Record Retention Guidelines, N.C.G.S. Chapter 132, or Sheriff's internal contract control policies. Nothing herein shall prevent Sheriff from providing materials in response to a public records request made pursuant to N.C.G.S. Chapter 132; provided that Sheriff shall give Provider reasonable notice of the request and materials intended to be produced in order to allow Provider to file legal process to object to such production if desired.

14. RELATIONSHIP OF THE PARTIES:

Provider is an independent Provider of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County or the Wake County Sheriff's Office. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to provide such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of services called herein. Neither Provider nor any employee or Provider of the Provider shall be deemed to be an officer, employee or agent of Wake County or the Wake County Sheriff's Office.

15. MEDIA RELATIONS:

Provider shall not communicate with the press or media about any incident arising out of the performance of services under this Agreement unless coordinated with the Wake County Sheriff's Office Director of Public Information. This shall apply to any and all press or media access or releases, or use of the logo or likeness of Wake County Sheriff's Office in any materials.

16. NON-ASSIGNMENT:

Provider shall not assign this Agreement without the Sheriff's or his designee's prior written consent. The Sheriff retains the right to cancel immediately and without 30-day notice in the event such assignment by Provider occurs.

17. ENTIRE AGREEMENT:

This Agreement represents the entire agreement and understanding between the Sheriff of Wake County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendment made by mutual agreement of the parties shall not be operative or valid unless the same is in writing, signed by the parties and made a part of this Agreement.

18. CONFIDENTIALITY:

Provider recognizes that it may have access to confidential or "protected health information" in fulfilling certain responsibilities under this Contract as defined in the Standards. Provider acknowledges that patient confidential information acquired in the course of performing services under this Agreement is not public record pursuant to N.C.G.S. Chapter 132. Provider or its individual agents or employees shall not disclose confidential information obtained in fulfilling its responsibilities under this Agreement except as required or permitted by law. Provider agrees to abide by all applicable state and federal laws and regulations regarding the confidentiality and security of patient information. The Provider shall protect from unauthorized disclosure the names and other identifying information concerning individuals receiving transportation services under this Agreement.

19. SEVERABILITY:

If any provision hereof or the application thereof to any person or circumstance is held to be invalid, to be void, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

20. WAIVER OF BREACH:

The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party hereto.

21. LAW OF THE CONTRACT:

This Agreement shall be governed, interpreted and enforced pursuant to the laws of the State of North Carolina.

22. NON-APPROPRIATION:

Provider recognized that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the notice requirement set forth in Section 10.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the notice requirement set forth in Section 10.

23. IRAN DIVESTMENT

By signing this agreement, Provider certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 and published on the State Treasurer's website at www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, consisting of sixteen (16) pages, in duplicate originals, one of which is retained by each of the parties, the day and date of the year first shown above.

G4S Secure Solutions (USA) Inc.

By: 

Name: Michael Fulk
Title: General Manager

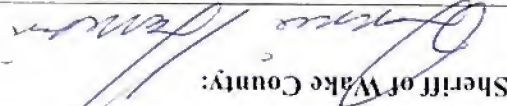
Date: 8-1-2018

Wake County

County Manager or Designee

Date: 8-29-18

Sheriff of Wake County:

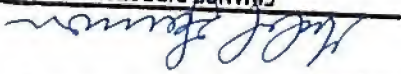


Donnie Harrison, in his Official Capacity as Wake County Sheriff

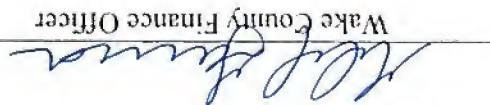
Date: 8-5-18


FINANCE DIRECTOR

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



This instrument has been pre-audited in the manner
required by the Local Government Budget and Fiscal
Control Act.


Wake County Finance Officer

The person responsible for monitoring the contract performance requirements is
William P. Hart
WCSO Management Services Director

Donnie Harrison, Sheriff (initials)

SCHEDULE A

SCOPE OF WORK

1. A. Upon a request by Sheriff in accordance with Section 4 of this Schedule A, Provider through his Patient Support Staff shall provide transportation in accordance with Provider's Post Orders for individuals (individually "Individual" and collectively "Individuals") who have presented to Sheriff seeking transportation for Involuntary Committed Patient transportation in accordance with NCGS §122C-211 / §122C-221 and §122C-251 and Sheriff and/or its employees or agents have determined that such Individual may be appropriately transported utilizing the Services. "Post Orders" are protocols under which Patient Support Staff operate. In the event a conflict arises between the terms of this Contract and Post Orders, this Contract shall control. Provider shall timely provide to Sheriff a current copy of its Post Orders upon a request by Sheriff. For purposes of clarification and not as a means of limitation, Individual shall include those persons who are Involuntary Commitment in accordance with NCGS §122C-211 or §122C-221 / §122C-251 and who presents to Sheriff to be transferred/transported.

2. The Patient Support Staff shall transport all the necessary paper work that is required by Sheriff and the Hospital or Facility to which the Individual is transferred. "Facility" is defined in NCGS §122C-3(14). Patient Support Staff will maintain confidentiality regarding Individuals and the contents of the paper work.

3. One (1) Patient Support Staff shall be available for each of the following shifts for 456 hours per week coverage (staffing may be expanded and scalable for high transport demands by Sheriff):

Monday – Sunday, three (3) twelve (12) hour shifts with a thirty (30) minute meal (meal break / non-billed to Sheriff, unless staff is engaged in transport and is unable to take such break):

- a. Shift A: 6:00 A.M. – 6:30 P.M.
- b. Shift B: 8:00 A.M. – 8:30 P.M.
- c. Shift C: 12:00 P.M. – 12:30 A.M.

Upon a request by Sheriff in accordance with Section 4 of this Schedule A, Provider shall provide two (2) Patient Support Staff to transport an Individual for whom Sheriff, exercising professional judgment, has determined that a second Patient Support Staff is necessary.

4. Provider shall provide a Call Center that shall allow Sheriff to schedule transports or to speak with a representative of Provider twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year, and Sheriff shall schedule the transportation of all Individuals through the Call Center.

5. Patient Support Staff shall wear uniforms agreed upon by the Parties and compliant to NCGS. Patient Support Staff shall at all-times wear shirts with Provider's logo on them and a picture

- ID that clearly indicates that they are employees of Provider.
6. Patient Support Staff shall not be armed with any type of weapon, either on the Patient Support Staff's person or in the Vehicle.
 7. Patient Support Staff shall transport individuals in a Dodge Charger (individually a "Vehicle" and collectively the "Vehicles") which is owned by Sheriff; Sheriff shall lease Provide the number of Vehicles agreed to in writing by the Parties pursuant to SCHEDULE C, Vehicle Lease Agreement. Vehicles shall have a clear, polished, Plexiglas barrier between the front and rear seats. Vehicles shall have the G4S logo clearly displayed on the Vehicles. Sheriff shall in no event provide less than two (2) Vehicles at all times during the period this Contract is in effect. With said vehicles, the Sheriff shall provide a gas card to be used solely for the purpose of obtaining gasoline for use of these vehicles for Patient Transport of Wake County residents only. On a monthly basis, Provider shall present to the Sheriff a daily accounting of beginning and ending mileage of each trip, destination of each trip, and documentation of use of gasoline credit card including, but not limited to, date of purchase, location of purchase, price per gallon, total cost, and mileage registered on the odometer of said vehicle at time of gasoline purchase.
 8. The launch/stationing location (Hub) of the Transport Staff shall be decided by Provider.
 9. Except as set forth in Section 10 of this Schedule A, Patient Support Staff shall use best efforts to pickup individuals for "usual" transportation within two (2) hours of Member's request. Sheriff must request "non-usual" transportation at least twenty-four (24) hours prior to the pickup.
 - a. "Usual" shall be defined as trips within a one hundred (100) mile radius of the Hub from which Patient Support Staff are most often dispatched to Sheriff.
 - b. "Non-usual" shall be defined as trips greater than a one hundred (100) mile radius of the Hub from which Patient Support Staff are most often dispatched to Sheriff.
 10. Priority:
 - a. As among the Transportation Program Participants and Sheriff, priority shall be given to pickups for emergency department discharges versus inpatient discharges. Provider shall manage this process accordingly.
 - b. As among the Transportation Program Participants and Sheriff, priority shall be given in order of their calls for pickups for emergency department discharges.
 11. Except as otherwise stated in this Section 11, family members or any other person who is not approved by Sheriff shall NOT be permitted in a Vehicle. Sheriff shall determine whether to include an adult who may be a guardian or family member to ride (one-way) with Individuals seventeen (17) years old or younger or developmentally disabled Individuals. All riders individual belongings shall be stored in the Vehicle trunk, and no items shall be allowed in a Vehicle with the Individual(s). Provider agrees to match Individual gender with Patient Support Staff gender for IVC transfers.
 12. In addition to the training required in Section 4 of the Contract, Patient Support Staff shall

- meet all training requirements of the Sheriff, which Sheriff provides to Provider.
13. Provider agrees to use best judgment and effort to assure standardization in performing daily pickups in order to assure cost containment for Sheriff.
14. Provider will report any and all accidents, incidents of vehicle damage, or incidents involving any Individual during transportation; Provider will endeavor to make these reports within one (1) hour to the Sheriff. For all emergency situations, the Patient Support Staff shall contact 911 for assistance.
9. Provider shall hold semi-annual (6 month) business reviews with Sheriff and any Sheriff designated representatives.
10. Provider shall require Patient Support Staff to procure the signatures and information set forth on the Patient Transport form or other forms that may be developed for Patients as drafted by the Sheriff and agreed to by Provider.
11. The Patient Support Staff shall record in a log the following information related to each Trip (defined in Schedule B below) made for Sheriff: (i) date, (ii) time of departure and return to Hub, if applicable, and pick up and drop off time of an Individual, (iii) mileage, (iv) the beginning and ending location of the Trip. The log shall be submitted with the weekly invoice in accordance with Section 2. (d) of the Contract to the Sheriff.

SCHEDULE B

FEE SCHEDULE

Rates for Patient Support Staff, Mileage and Vehicles shall be as follows:

Patient Support Staff: \$20.92 per person hour (based on 416 hours per week coverage and scalable) invoiced weekly and \$22.23 per one supervisor (based on 40 hours per week coverage and scalable).

All equipment inclusive (uniforms; first aid kit; secure storage units for individual belongings; personal protection; communications including: phone, text, email, incident reporting, GPS location and mapping, send-receive pre-loaded documents; and 24/7 communications and scheduling.)

Vehicle:

Sheriff shall lease to Contractor Dodge Chargers owned by Sheriff for the total amount of \$1.00 (One Dollar) per month per Vehicle; Sheriff and Contractor will agree in writing on the number of Vehicles that Contractor will lease from Sheriff, with the Parties being able to change the number of Vehicles at any time during the duration of the Contract. Sheriff shall be solely responsible for providing all maintenance, repair, equipment and fuel for said Vehicles.

Overtime and Holiday rate: \$29.29 per hour and \$31.12 per one supervisor, invoiced as used.

Holiday rates will be billed on the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Provider shall make best efforts when scheduling Patient Support Staff to keep overtime at a minimum. Provider shall endeavor not to provide a Patient Support Staff who will exceed forty (40) hours per week during his/her shift as described in Section 3 of this Schedule A. In the event a Patient Support Staff is requested to transport an Individual and the time to transport such Individual will exceed the Patient Support Staff's shift and will cause such Patient Support Staff to exceed forty (40) work hours for the week, the dispatcher will use best judgment to determine whether to dispatch the Patient Support Staff or to wait until the Patient Support Staff arrives for the next shift. Provider and Sheriffs shall review overtime periodically.

SCHEDULE C

VEHICLE LEASE AGREEMENT

1. **LEASE AGREEMENT.** This Lease is by and between **G4S Secure Solutions (USA) Inc.**, (hereinafter referred to as "Lessee") and the **SHERIFF OF WAKE COUNTY** (hereinafter referred to as "Lessor").

2. **TERM.** This lease is for a term beginning July 1, 2018 and ending June 30, 2019.

3. **COMPENSATION.** In consideration for the provision of the Vehicles listed in Exhibit A, Lessee shall be responsible to Lessor for an annual payment amount equal to \$1.00 (One Dollar) effective July 1, 2018 through June 30, 2019.

4. **USAGE.** Lessee shall lease the Vehicles from Lessor for use outlined in **SCHEDULE A**, **SCOPE OF WORK**

5. **VEHICLE(S).** Lessor hereby leases to Lessee the Vehicles and equipment more fully described in Exhibit A, attached hereto and by reference incorporated herein. Vehicles may be added to or deleted from this Lease by a written amendment signed by both parties during the Term. In the event that vehicle(s) are added, proof of satisfactory insurance is required prior to executing the amendment.

6. **REGISTRATION AND TAXES.** Lessor shall maintain ownership interest in each Leased Vehicle and provide valid registration. Lessor shall be responsible for determining taxes and/or all license fees due and shall pay all taxes, license fees and other charges and expenses whatsoever with respect to each Vehicle.

7. **LESSOR AND LESSEE DUTIES.** Lessor and Lessee will have the following duties which it agrees will be faithfully executed during the term of this Lease:

a. Lessor will provide routine maintenance and service for the Vehicles during the Lease Term as needed to keep Vehicles in good operating condition. Lessor will pay for all routine operating expenses for the Vehicles during the Lease Term, including, but not limited to, the cost of fuel, lubrication and oil parts, labor, storage, parking, towing, tolls and all other costs associated with operating the Vehicles. Lessee will keep the Vehicle(s) free from physical damage; or repair any damage at its own expense. Repairs must be completed at a facility that has been pre-approved by Lessor. Any vehicle damage must be reported to Lessor per section 7.i below.

b. Lessee will not subject the Vehicles to more than normal wear and tear. If, upon scheduled Lease termination, Lessor's appraiser, as required by applicable law, determines that the vehicles have been subject to excess wear and tear, Lessee will be responsible and liable for Wake County's actual cost to restore the vehicle to the required condition, subject to the Lessee's right to obtain its own appraisal and/or dispute the amount owed as provided by applicable law. Standards that Lessor applies in determining that the Vehicles have been subject to excess wear and tear are: the vehicle will not pass inspection to which it is or will be subject that portion of repairs is the responsibility of the Lessee; the Vehicles are not returned with the same or comparable equipment or accessories, in working order

- in which Lessee is responsible to maintain, as installed at the time of delivery to Lessee; the Vehicles' paint is in a substantially worse condition than when originally leased due to factors such as inappropriate cleaning procedures or chemicals, decal removal, vandalism, collision, fire or storm damage; there are any special identifications, making or modifications anywhere on the vehicle; the windows, lenses or lights are cracked or broken and it is determined that such breakage was not part of normal wear and tear; damage has resulted from flood water, hail, sand, abuse, misuse, negligence, accident, or excessive use.
- c. Lessee will not modify the Vehicles without the prior written consent of Lessor. Any accessories, equipment or parts installed in or on the Vehicles with or without Lessor's permission become the property of Lessor and part of the Vehicles.
- d. Lessee agrees not to use or permit the use of the Vehicles: (a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the vehicle; and (c) for any personal purpose.
- e. Lessor may inspect Vehicles from time to time at any reasonable time and upon the prior request of the Lessor to Lessee.
- f. **DEFAULT.** If Lessee fails to perform in any manner under the terms of this lease, the lease will be considered in default. Lessor then may do any or all of the following without giving notice to Lessee except as otherwise required by law: (a) take any reasonable measures to correct the default or to save Lessor from loss, in which case Lessee will immediately pay for the cost and expenses incurred; (b) terminate this Lease and Lessee's rights to possess the Vehicles; (c) take possession of the Vehicles by any peaceable method or manner permitted by law, with or without court action; (d) charge Lessee the amount stated in Section 8.1 below.
- g. **ODOMETER READINGS.** Lessee agrees not to tamper with or disable the odometer of the Vehicles during the term of the Lease and to notify Lessor immediately upon the failure of the odometer during the Lease Term.
- h. **INSURANCE.** While the Vehicles are in the possession or control of Lessee, Lessee shall comply with the insurance requirements outlined in the INVOLUNTARY COMMITMENT TRANSPORT Agreement, including providing evidence of insurance both prior to the transfer of Vehicles to Lessee under this Lease and prior to the insurance policy expiration date. Failure to maintain the required insurance or provide proof of coverage shall constitute an event of default pursuant to subsection (f).
- i. **VEHICLE DAMAGE CLAIMS.** In the event of physical damage to a vehicle caused by collision or causes other than collision, the Lessee is responsible for processing any resulting insurance claim, to include reporting the damage, cooperating with the investigation of the claim, obtaining recovery due, and forwarding to Wake County. Lessee shall be responsible for notifying Wake County Risk Management of the claim for reporting purposes only. Wake County shall cooperate with the processing of the claim as needed. The approval of Wake County's Risk Manager is required for the final settlement of any claim.

j. ASSIGNMENT. Lessee may not assign or transfer any of its rights or obligations under this Lease, or sublet the Vehicle to another party, without prior written consent of the Lessor, except that Lessee may assign to a wholly-owned subsidiary or parent corporation. If Lessor consents to such an assignment, Lessee will continue to remain liable for performance under this Lease.

k. TERMINATION OF LEASE. Termination of this lease shall occur in conjunction with termination of the INVOLUNTARY COMMITMENT TRANSPORT Agreement, unless earlier terminated by either party in accordance with this Agreement. Upon termination for any reason, Lessee shall return the Vehicle(s) to Lessor at Wake County Fleet Operations, 401 Capital Blvd., Raleigh NC 27603 on or before the date of termination of this Lease.

l. GENERAL PROVISIONS. Lessee will pay all amounts due under this Lease. If Lessor or Lessee waive or delay enforcing any rights under this Lease, it will not affect their ability to enforce those rights afterward. Notices under this Lease, must be in writing, properly addressed, and mailed US Mail, certified return receipt requested and will be effective upon receipt. This Lease shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing, signed by both parties. The laws of the State of North Carolina will govern this Lease.

m. WARRANTIES. Lessee acknowledges that Lessor is not the manufacturer, the agent of the manufacturer, or the distributor of the Vehicles hereunder. Lessor makes no warranty of the representation, express or implied, as to the fitness, safety, design, merchantability, condition, quality, capacity, or workmanship of the Vehicles nor any warranty that the Vehicles will satisfy the requirements of any law or contract specification and as between Lessor and Lessee, Lessee agrees to bear all such risks at its sole risk and expense. Lessee specifically waives its rights to make claim against Lessor and Vehicles for breach or any warranty of any kind whatsoever and as to Lessor, Lessee leases the Vehicles "as is." In no event shall Lessor be liable for special, incidental, or consequential damages whatsoever or howsoever caused, provided that the damage did not result from the defective condition of any vehicle or equipment, which was known to Lessor and which Lessor failed to disclose to, or concealed from, Lessee.

n. LESSEE'S WARRANTIES. Lessee warrants that (a) Lessee is and shall at all times hereafter be duly organized, validly existing and in good standing under the laws of the State of North Carolina and it has duly authorized the execution, delivery and performance of this Lease Agreement; (b) this Lease Agreement has been duly and validly executed and delivered by Lessee and constitutes the valid and binding obligation of the Lessee and; (c) all financial statements presented to Lessor have been prepared in conformity with generally accepted accounting principles consistently applied and fairly and accurately present Lessee's financial condition and income as of the date given and since the date of such financial statements there has been no material adverse change in the financial condition of Lessee or any guarantor of Lessee's obligations hereunder.

o. FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES. Lessor shall not be liable for any failure or delay in delivery and Lessor ordered for

lease pursuant to this Lease Agreement, or for any failure to perform any provision thereof, resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction or any cause beyond Lessor's control. In no event shall Lessor be liable for any inconveniences, loss of profit, or any other consequential, incidental or special damages resulting from any defect in or any theft, damage, loss, or failure of any asset, and there shall not be any abatement or set off of monthly lease charges because of the same, provided that defect or damage to the asset was not disclosed to Lessee by Lessor, despite Lessor's knowledge of the defect or damage.

p. SECURITY INTEREST. In the event that any court determines that this Lease is not a true lease, then Lessee hereby grants Lessor a security interest in the Leased Vehicles and this Lease Agreement, together with all accessions, replacements and substitutions thereof and proceeds thereof. Lessor is authorized to file this Lease Agreement or any financing statements with respect to this Lease Agreement or the Leased Vehicles. Any such filing shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code. Lessee authorizes Lessor to insert in this Lease Agreement serial numbers, other identification data of the Leased Vehicles when determined by Lessor and dates or other unintentionally omitted non-substantive items to render this Lease Agreement complete. Lessor is hereby appointed by Lessee as its true and lawful attorney to cause this Lease Agreement, or any statements or other instrument in respect of this Lease Agreement showing the interest of Lessor in the Leased Vehicles including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and re-recorded, and grants Lessor the right to execute Lessee's name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any searches, filings, recordings or any stamp fees or taxes arising from the filing or recording of any such instrument or statement.

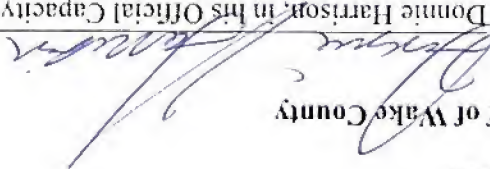
q. INDEMNIFICATION. Lessee agrees to indemnify, defend and save harmless the Lessor and the Lessor's officers, agents, and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation cost, and expert's fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers, agents, and employees.

r. OTHER AGREEMENTS. This lease is contingent on the execution of an INVOLUNTARY COMMITMENT TRANSPORT Agreement between Lessor and Lessee for the operation of INVOLUNTARY COMMITMENT TRANSPORT Services. This Lease shall have no force or effect unless and until the INVOLUNTARY COMMITMENT TRANSPORT Agreement is executed by the respective parties and is in full force and effect. This lease will automatically terminate should the INVOLUNTARY COMMITMENT TRANSPORT Agreement between Lessor and Lessee be terminated for any reason.

8.1 In the event Lessor retains an attorney to correct the default or collect other sums due Lessor, Lessee agrees to pay all reasonable attorney fees and other collection costs.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as of the 1 day of July 2017.

LESSOR:

Sheriff of Wake County
By: 
Date: 8-5-18
Donnie Harrison, in his Official Capacity as Wake County Sheriff

LESSEE:

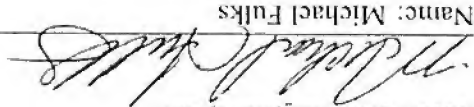
G4S Secure Solutions (USA) Inc.
By: 
Name: Michael Fulk
Title: General Manager
Date: 8-1-2018

EXHIBIT A to the Lease Agreement: Vehicles Leased

Unit No	Description	Vehicle Identification #	Year	Tag #